

AMENDMENT #2

RFP 06-66

PROJECT CONTRACT ADMINISTRATION CONSULTING SERVICES for the METRO DISTRICT ENERGY SYSTEM

The following additions, clarifications, or corrections are hereby made to RFP 06-66. Respondents should acknowledge receipt of this Amendment in their RFP response.

1. Qualification of item 7 of the requirements - Provide engineering and other subcontracted services will be provided and additional services subject to the rates provided with the proposal. Are any of the other services identified to be required to be performed specifically under an additional services arrangement?

No. There is to be no additional services arrangement. All services will be provided under the agreement. Other subcontractor services referred to in item #7 may be for services provided through the contract amendment process.

2. Qualification of item 5 Requires "Facilitating meetings ..." does facilitating include the providing of meeting space, audio/visual services, refreshments and other services, equipment and expendables typically considered reimbursable expenses? If the proposer is to provide such, are these reimbursed or are they a part of the Not-to-Exceed GMP?

"Facilitating meetings" does not normally include provision of meeting space, but may require "arranging" meeting space. Most meetings take place at the DES facility, but other locations are also utilized for customer meetings, such as the Nashville Downtown Partnership Conference Room. There are normally no costs; however, any costs incurred by the contractor would be reimbursed under Metro guidelines. This would include costs of refreshments or consumables associated with business meetings.

3. Currently, one would suspect, there are templates, standard or special software and other selected formats associated with the tracking of costs and services and reporting. Are these to be used in the resulting contract or is the Contractor to develop templates and forms as he deems appropriate?

The contract administration contractor has the responsibility to provide forms/templates for any information or data for which they are responsible under the agreement.

4. The scope of services in item 8 appears to indicate that the Contractor is to provide oversight on maintenance of the DES web site. Does this include reviewing and commenting on a site prepared by others or the actual updating and development of the site?

The contract administration contractor is responsible for content of the web site, as well as updating and development. The contract administrator is responsible for DES content oversight, and coordination with Metro ITS. The E-Newsletter is the responsibility of the operating contractor, under oversight by the Contract administrator.

5. Paragraph 3. Compensation and paragraph 4. Electronic Payment of the sample contract. What payments would be due from the Contractor to Metro?

The above-mentioned paragraphs (paragraph 2 of Section #3) are deleted and replaced with the following:

3. **Compensation.** There will be no other charges or fees for the performance of this contract. Metro will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. Metro will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

4. **Electronic Payment.** Upon request by Metro, the Contractor shall have thirty (30) days to complete and sign Metro's form (see attached) authorizing electronic payments to the Contractor. Thereafter, all payments to the Contractor, under this or any other contract the Contractor has with Metro, shall be made electronically.

6. It was my understanding for the meeting on the 12th that, item 4 on page 39, performance bonds, has been omitted. Is this correct?

No Performance Bonds are required.

7. Item 6, 7 and 8 of Exhibit II asks to identify the names and locations at which the proposer has operated facilities together with dates of operation, fees paid for operations, etc. There is obviously a significant difference between providing consulting and design services to DHC facilities and operating the facility. Is operation of a DHC facility a qualification in this RFP?

Experience in operation of a facility is not a qualification in this RFP, but would be considered within the context of proposers overall experience with District Energy Systems.

8. Under TAB II, proposer is to provide a Proposed Public relations plan. Is this to be independent of that which is provided by Metro's Public Relations consultant?

Public Relations for the DES is a responsibility of the Contractor under the agreement. A plan is required from the contractor. There is no Metro Public Relations Consultant assigned to the DES.

9. Under TAB II, when asking for a proposed service quality plan, are you referring the "services" provided by the contractor to Metro or the "service" DES provides to their customers?

The Quality Service Plan is part of the contractor's proposed Business Plan, not the service Plan to DES customers.

10. In Exhibit III, there is no paragraph noted as 3. Is there a paragraph missing or is this a typo?

This is an error/typo as the original paragraph related to Performance Bonds. In that we are not requiring a Performance Bond, paragraph #4 should also be deleted as it pertains to Performance Bonds also.

11. Page 34 of the RFP. Is this information a requirement of the solicitation or is it an un-referenced example of a direct deposit authorization document which would be used if selected as the successful bidder?

Yes, required to be used if selected as contractor.

12. Exhibit II asks Offerors to supply the name of a surety who will supply a performance bond for this contract. Is Metro requiring a performance bond for this contract?

See answer to Q # 10. above.

13. On page 16, the sixth bullet item under Tab II, Business Plan indicates that resumes of all personnel who will be involved in providing the required services be included under this section. Please verify that you wish for resumes to be located under this tab and not under Tab V, Key Personnel, on page 17.

Tab V would be a duplication of resumes, however, Tab II requires additionally the projected monthly hours of each project person.

14. Who does the current Public Relations firm work for? , and what is the company's name and contact?

The current Public Relations firm of McNeely Pigott & Fox is a subcontractor to the current DES Contract Administration Consultant.

15. The RFP request a guaranteed max total cost proposal. Does this include all cost associated with traveling and subsistence to and from the project site by the proposer or any of his sub-consultants?

The not to exceed amount should include all costs associated with carrying out the responsibilities under the contract. Travel and subsistence are reimbursable expenses under Metro guidelines.

The following attended the Pre-Proposal Conference held on September 12, 2006:



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End Amendment #2, RFP 06-66

